

OFF-CAMPUS LARGE FOR-PROFIT WORK-STUDY AGREEMENT

This Agreement is entered into between the Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-Milwaukee (hereinafter, "UWM") and _____ (hereinafter, the "Organization"), as of the date that it is fully executed below.

Whereas, the parties are interested in collaborating for the purpose of providing work opportunities to UWM students eligible for the Federal Work-Study Program (the "FWS Program").

Now therefore, the parties agree as follows:

UWM'S OBLIGATIONS

1. UWM will determine whether students meet the eligibility requirements to participate in the FWS Program.
2. UWM will advertise work opportunities available with the Organization to eligible students.
3. UWM will act as the fiscal and payroll agent under this Agreement— including issuing payroll checks on a biweekly basis and issuing wage and tax statements (IRS Form W-2) on an annual basis directly to the student. UWM will also conduct employment eligibility verifications (USCIS Form I-9), collect appropriate tax documentation including employee's withholding certificate (IRS Form W-4), and conduct criminal background checks on the student consistent with UWM policy.
4. UWM will notify the Organization of the maximum amount of a student's allowable earnings under the FWS Program and will alert the Organization when a student approaches that amount.
5. UWM will prepare and send biannual invoices to the Organization based upon actual payments UWM has made to students under this Agreement.

ORGANIZATION'S OBLIGATIONS

1. Organization agrees to provide UWM with a listing of the work opportunities available with the Organization, including a description of the work to be performed by student(s), the hourly rates of pay (which must be at or above the applicable minimum wage), the average number of hours per week each student will work, and the location of the work. Organization agrees that work performed under this Agreement will not impair existing service contracts; displace regular employees; fill jobs that are vacant because the Organization's regular employees are on strike; involve the construction, operation, or maintenance of any facility used, or to be used, for sectarian instruction or as a place of religious worship; and will not involve political activity or work for any political party.
2. Organization is responsible for determining application and selection processes for students and for any onboarding process or required training.
3. Organization will provide adequate supervision for the student. Organization agrees that it controls and directs the work of the student, not only as to the result to be accomplished, but also as to the means by which the result is to be accomplished. Organization agrees to assume responsibility for the actions or omissions of the student

when the student is working for the Organization. Organization also has the right to dismiss a student in its sole discretion but shall immediately inform UWM of any such dismissal.

4. Organization agrees a direct supervisor will approve the student's timesheet on a bi-weekly basis. UWM is not responsible for approving time or verifying that time worked is correct.
5. Organization agrees to reimburse UWM for the non-federal share of the student FWS Program wages (currently 50%). Income earned under the FWS Program is exempt from FICA taxes. A student may continue working for the Organization beyond the awarded FWS amount, however, the Organization will be responsible for one hundred percent (100%) of the student's wages, including FICA. As such, Organization further agrees to reimburse UWM for 100% of any wages earned beyond the student's FWS Program eligibility. If approved timesheets are not submitted in a timely manner, they will not be subsidized by the FWS Program and the Organization will be responsible for one hundred percent (100%) of the student's wages for that pay period.
6. Any other amounts owed to the student as a consequence of this Agreement including, but not limited to, amounts owed under applicable worker's compensation laws, tort laws, unemployment compensation laws, and discrimination laws, are the responsibility of the Organization. Organization agrees to reimburse UWM in an amount equal to any such payments required to be made by UWM to the student.
7. Organization agrees to make payment to UWM in the amount due within 30 days of receipt of any invoice.

MUTUAL OBLIGATIONS

1. Both parties agree not to discriminate in any activities under this Agreement on the basis of race, color, religion, national origin, sex, sexual orientation, age, disability, or other bases prohibited by applicable nondiscrimination laws.
2. Neither this Agreement, nor any part hereof, shall be assignable or transferrable by either party.
3. This Agreement becomes effective upon fully execution and shall remain in effect until terminated. Either party may terminate this Agreement upon written notice to the other party. The Organization shall be solely responsible for the payment of any wages owed to or due the student which are incurred after termination of this Agreement.

**The Board of Regents of the University of Wisconsin System
on behalf of the University of Wisconsin- Milwaukee**

Scott Gronert
Interim Provost and Vice Chancellor for Academic Affairs

Date: _____

Organization

By: _____
Printed Name: _____
Title: _____

Date: _____